



CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2011

ITEM NUMBER: **CC-10**

SUBJECT: SIGNS AND MARKINGS SERVICES REQUEST FOR BIDS

DATE: OCTOBER 4, 2011

FROM: OFFICE OF THE CEO

PRESENTATION BY: THOMAS R. HATCH, CEO

FOR FURTHER INFORMATION CONTACT: THOMAS R. HATCH @ (714) 754-5328

RECOMMENDATION:

Staff recommends that the City Council authorize staff to release the Notice to Bidders and Request for Bids for Signs and Markings Services (Attachment 3) based upon the analysis provided by both the Signs and Markings Services Contracting Committee and Public Services Department.

BACKGROUND/ANALYSIS:

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee was formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee was tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 14, 2011 the Signs and Markings Services Contracting Committee met to discuss the duties and responsibilities of the Signs and Markings program and determine "the available alternatives for service delivery." After hearing a presentation by department staff and asking questions, the Contracting Committee determined the following alternatives for the Signs and Markings program:

1. Maintain existing service level at existing cost
2. Maintain existing service level at lower cost by reorganization
3. Contract with a private provider
4. Contract with another public entity
5. Re-establish previous staffing levels to provide all services. Determine if contracting in with other agencies exist

On September 20, 2011 the Contracting Committee met to discuss, clarify and finalize the alternatives/options and the draft Bid documents. The following is an explanation of the attachments.

Attachment 1, a memo from the Contracting Committee to the City CEO Tom Hatch, provides identification and analysis of each alternative and survey information provided by other agencies.

Attachment 2, a memo from the Interim Public Services Director Ernesto Munoz to the City CEO Tom Hatch, provides a written evaluation (including pros and cons) of each option addressed by the Contracting Committee.

Attachment 3, the draft Bid documents for Signs and Markings Services, prepared by the Public Services Department and reviewed and finalized by the Contracting Committee.

Based on the attached information it appears that the most viable alternatives are to retain the existing service level but at a lower cost through reorganization or contracting with either a public entity or private company for services. It is difficult to determine which of these alternatives would provide the highest level of service at the lowest cost without issuing a Bid request so that appropriate cost analysis and comparisons in level of service can be made. The services involved in graffiti abatement primarily fall into the "public works" characterization which must be bid out formally under the Public Contract Code and awarded to the lowest responsive and responsible bidder, if at all, unless done by in-house forces.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Signs and Markings Services Contracting Committee

ALTERNATIVES CONSIDERED:

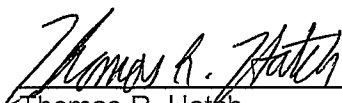
The City Council may decide not to release the Bid documents and direct the CEO to evaluate other alternatives identified by the Signs and Markings Services Contracting Committee.

FISCAL REVIEW:

The fiscal impact for outsourcing the identified City service is unknown at this time. If the City Council directs staff to release the Bid documents a complete analysis of the proposals and the costs for each will be provided to the City Council at that time.

CONCLUSION:

Staff recommends releasing Bid Documents for Signs and Markings Services based upon the analysis provided by both the Signs and Markings Services Contracting Committee and the Public Services Department.



Thomas R. Hatch
Chief Executive Officer



Bobby Young
Finance & IT Director

Attachment:	Attachment 1	Contract Committee Analysis Memo
	Attachment 2	Departmental Analysis
	Attachment 3	Draft Bid documents



**CITY OF COSTA MESA
DEPARTMENT OF FINANCE
INTEROFFICE MEMORANDUM**

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER
FROM: BOBBY YOUNG, FINANCE AND IT DIRECTOR
DATE: SEPTEMBER 25, 2011
SUBJECT: SIGNS AND MARKINGS CONTRACTING COMMITTEE

Council Policy 100-6, provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee should be formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee is tasked with:

- hearing a presentation from department representatives and asking questions about the specific proposal under consideration,
- working together to outline how to evaluate a comparable City effort to provide the same or similar service,
- having the project facilitator draft analysis addressing the available alternatives for service delivery as outlined by the committee,
- determining if outside comparative data would be useful.

On September 14, 2011 the Signs and Marking Contracting Committee met to discuss the duties and responsibilities of the Signs and Markings program and determine "the available alternatives for service delivery". After hearing a presentation about the draft RFP by department staff and asking questions, the Committee determined alternatives for the Signs and Markings program.

On September 20, 2011 the Committee met to finalize and approve the draft RFP and analysis of the alternatives.

The following are alternatives for the Signs and Markings program with analysis included.

1. Maintain existing service level at existing cost.

Currently the adopted FY 11-12 budget provides 2 full time staff and a portion of a supervisor to provide the current level of service. This level of service includes contracting out a portion of the straight line markings work, while having staff maintain other markings. With current available equipment, staff is completing all sign work in house. Due to an increase of vacant positions, staff does not believe the City will be able to sustain this level of service for the future. See option #2 below.

2. Maintain existing service level at lower cost by reorganization.

The committee recognizes that the City could contract the entire markings service/workload while maintaining current staffing to provide current service levels for signage. Current staff produces and maintains City signage for: all roadway/streets (both residential and arterials), facilities, vehicles, equipment, miscellaneous as needed or requested by City personnel. New federal standards required for reflectivity will place a greater importance on maintaining and upgrading City signage. The City has already begun meeting the new standards and has equipment necessary to complete the upgrade.

3. Contract with a private provider.

The City could contract out for all signs and markings services needed. The City currently contracts out a portion of the markings services (as explained in #1 above), however all signage services are performed by in house staff. The Committee did not believe a survey of surrounding Cities would be helpful because the amount of services provided may not be comparable. However, the committee does recognize the possibility that some cities contract out all the services and therefore a bid/proposal could be issued to determine a cost comparison for similar work.

4. Contract with another public entity.

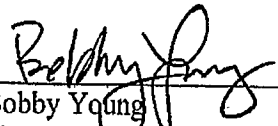
The City could look to another public entity to assist with or provide signs and marking services. Unfortunately there are no examples of this option available, however the committee recognizes the possibility exists. It would require City staff contacting other cities to determine if the desire and ability are available.

5. Re-establish previous staffing levels to provide all services. Determine if contracting in with other agencies exist.

The City could reestablish the previous staffing levels of 6 staff members and a supervisors time to complete all signs and markings work in house. The committee recognizes that with this staffing level, the City could either contact other cities or look for proposals to bid on work from other public agencies. This option would require more studies to be completed to determine what level of costs could be offset by additional outside work.

As directed under Council Policy 100-6, the above is analysis addressing the available alternatives for service delivery as outlined by the Signs and Markings Contracting Committee. Attached is a drafted bid prepared by Public Services Department staff, reviewed and approved by the Committee, should you desire to present it to City Council.

The Signs and Markings Contracting Committee is available should you have any questions or request more information.



Bobby Young
Finance and IT Director


CITY OF COSTA MESA

Department of Public Services

INTER OFFICE MEMORANDUM

TO: Tom Hatch, Chief Executive Officer

FROM:  Ernesto Munoz, Interim Director, Public Services Department

DATE:  October 10, 2011

SUBJECT: Analysis of Alternatives Proposed by the Signs and Markings Contracting Committee

The Public Services Department has reviewed the alternatives for contracting Signs and Markings Services as outlined in the September 25, 2011 memorandum from the Contracting Committee. The following analysis is provided for the five alternatives as requested.

Alternative 1: Maintain existing service level at existing cost.

Pros: At current staffing and budget this alternative can continue to provide a limited level of service emphasizing high priorities only. The contracted services are administered and supervised by existing staff. Institutional knowledge is preserved with this alternative. Mandates and rules of the Manual Uniform Traffic Control Devices (MUTCD) are reliably followed.

Cons: Cost associated with the existing organizational structure in this service area are dependent on employment contracts and negotiated cost of contracted services. With current vacant positions and budget levels only minimum service necessary for safe, legal roadway markings is allowed. Traffic sign manufacturing, installation and maintenance is provided on a priority basis. Staffing levels must be maintained to continue to provide the existing level of service.

Alternative 2. Maintain existing service at lower cost by reorganization

Pros: This alternative would provide satisfactory service staffing levels to the Sign Maintenance Program while maintaining a balance between in-house and contracted services providing additional flexibility. Contracts for the markings service/workload may be written to require increased service levels if needed in the near future.

Cons: The City's inventory of roadway markings would have to be included in the services contract, as no staff would remain to keep the inventory current with the field work performed. Cost is susceptible to changes in the market conditions. This alternative could also increase cost over in-house costs due to the "piece work" required to adequately maintain all the markings in the City. Additional equipment may be needed to be purchased to meet new federal standards.

Alternative 3. Contract with a private provider

Pros: This alternative could provide adequate service levels by contracting all the functions under this service area. Contracts may be written to require increased levels of service and responsiveness by the contractor. This alternative will also reduce permanent staffing and equipment costs. Competitiveness will be assured through the annual public bid process, resulting in potentially lower costs.

Cons: Lack of institutional knowledge and contract may limit flexibility of contracted staff to address other functions and responsiveness to citizen complaints may suffer. Traffic sign design and manufacturing costs could potentially increase and special requests for signage in support for other departments would be more costly. Will necessitate appropriate staff to manage and oversee contract, which may reduce cost effectiveness. Cost is susceptible to market conditions.

Alternative 4. Contract with another public entity

Pros: This alternative could provide adequate service level of service. Potential reduction in costs for desired services may result due to a reduction in permanent staffing and equipment costs. Will maintain knowledge of legislative mandates and procedures for public entities.

Cons: Will require administration of maintenance agreement. Limits the ability to allocate staff to priority areas, and reduce the versatility of having the City's own staff or managing an on-call contractor. May also reduce response time.

Alternative 5. Re-establish previous staffing levels to provide all services. Determine if contracting with other agencies exist.

Pros: Establishes a high level of service. Provides a comprehensive sign and marking program meeting all federal and state requirements. Flexibility is provided across the various functions in this service area. Ability to allocate staff to priority areas. Institutional knowledge is preserved. This alternative also provides adequate time to conduct proper analysis of contracting with other agencies to offset operational costs.

Cons: Costs associated with re-establishing the organizational structure in this service area are dependent on employment contracts and changes in the market. Costs associated with this alternative will also be higher than currently budgeted.

cc: Tamara Le Tourneau, Interim Assistant CEO
Bobby Young, Finance and IT Director

**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA**

**NOTICE TO BIDDERS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS FOR
ROADWAY MARKINGS AND TRAFFIC SIGN MAINTENANCE**

CITY PROJECT NO. _____

DATED: _____ 2011

Copy No. _____ Checked by _____

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**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that sealed proposals for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for **ROADWAY MARKINGS AND TRAFFIC SIGN MAINTENANCE, CITY PROJECT NO. _____**, will be received by the City of Costa Mesa at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, until the hour of **10:00 a.m., _____, 2011**, at which time they will be opened publicly and read aloud in the Council Chambers. Sealed proposals shall bear the title of the work and name of the bidder but no other distinguishing marks. Any bid received after the scheduled closing time for the receipt of bids shall be returned to bidder unopened. It shall be the sole responsibility of the bidder to see that his bid is received in proper time.

A set of Bid Documents may be obtained at the Office of the City Engineer, 77 Fair Drive, Costa Mesa, California, upon **non-refundable payment of \$10.00. An additional charge of \$10.00** will be made if handled by mail. Bid Documents and other contract documents may also be examined at the Office of the City Clerk of the City of Costa Mesa. Bid Documents will not be mailed unless the additional \$10.00 charge is included with payment.

Each bid shall be made on the Proposal form, sheets P-1 through P-9a provided in the contract documents, and shall be accompanied by a certified or cashier's check or a bid bond for not less than 10% of the amount of their bid, made payable to the City of Costa Mesa. No proposal shall be considered unless accompanied by such cashier's check, cash, or bidder's bond.

No bid shall be considered unless it is made on a blank form furnished by the City of Costa Mesa and is made in accordance with the provisions of the Proposal requirements.

Each bidder must have a C33 (Painting and Decorating Contractor) contractor's license at the time of contract award. All subcontractors shall be properly licensed by the State of California to perform specialized trades. In addition, bidder shall satisfy and comply with the work zone safety requirements set forth in Attachment ____.

A Contractor using a craft or classification not shown on the General Prevailing Wage Determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the General Determinations effective at the time of the call for bids.

This is a Public Works Contract. In accordance with section 1720 et seq. of the Labor Code, the general prevailing wage rates as established by the Director of the California Department of Industrial Relations will apply. The prevailing wage rates established by the State Director of Industrial Relations can be viewed at the City's offices, are available on the State of California's website at <http://www.dir.ca.gov/> or can be obtained by mail addressed to: Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, P.O. Box 603, San Francisco, CA 94101.

Pursuant to California Civil Code Section 3247, the successful bidder shall furnish a payment bond if civil work exceeds twenty-five thousand dollars (\$25,000).

Pursuant to Public Contract Code Section 22300, the successful bidder may submit certain securities in lieu of the City withholding retention of payments.

The City Council of the City of Costa Mesa reserves the right to reject any or all bids.

JULIE FOLCIK
City Clerk,
City of Costa Mesa

Dated: (date of the advertisement)

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **QUALIFICATION OF BIDDERS:** Each bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid form.
3. **BID SECURITY:** Each bid shall be accompanied by either cash, cashier's check made payable to the City, a certified check made payable to the City, or a bidder's bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The bid security shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) days after a written Notice of Intent to Award Contract is deposited in the mail.
4. **NON-COLLUSION AFFIDAVIT:** Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Affidavit, in a form provided by CITY, which is attached and incorporated herein.
5. **SIGNATURE:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
7. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

8. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
9. AWARD OF CONTRACT: The CITY reserves, in its sole discretion, the right to reject any and all Proposals and to waive any informalities and irregularities in Proposals received, other provisions in the Contract Documents notwithstanding.

The Proposals will be compared on the basis of the Grand Total Bid Price which is the sum of the lump sum bid items and, for unit price items, the sum of the products of the Engineer's Estimate of quantities shown in the Proposal multiplied by the unit bid price. In the event of a discrepancy between the unit bid price and the extension price, the unit price shall govern and the mathematical error corrected accordingly. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically correct Grand Total Bid Price to determine the lowest monetary bidder.

The award of the Contract, if it be awarded, will be made to the lowest responsible, responsive bidder.

In addition, the Owner reserves, in its sole discretion, the right to award the Contract for all or some of the bid items included in the Bid Schedule. The Owner may eliminate some of the bid items prior to or after award of the Contract due to budgetary constraints.

10. BID PROTESTS: The CITY will consider written bid protests subject to the following procedures. All protests must clearly specify in writing the grounds and evidence on which the protest is based. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure which are apparent or reasonably should have been discovered prior to the bid opening shall be filed in writing with the CITY, at least five (5) days prior to bid opening. Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening shall be submitted in writing to the CITY, within forty-eight (48) hours from receipt of notice from the Owner advising of the recommendation for award of contract. Failure to comply with these requirements may result in rejection of the protest.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance is two. Payment and performance bonds shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.
12. INTERPRETATION OF SPECIFICATIONS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person

receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence of responsibility, including financial resources, as well as the trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract.
15. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
16. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the successful bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after contract award, the City may declare the bidder's bid deposit or bond forfeited as damages, and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.
17. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
18. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
19. DISCLOSURE: Bidder shall disclose any and all past or current business and/or personal relationships with any current City of Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship does not necessarily disqualify the firm from consideration.*

PROPOSAL

The Honorable City Council
 City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR **ROADWAY MARKINGS AND TRAFFIC SIGN MAINTENANCE Project No. _____**, a copy of which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT** and to perform and complete the work **WITHIN** three (3) years, as per the attached agreement and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in place therefore, in the manner and time herein prescribed at the following prices, to wit:

BID SCHEDULE

This request for bid will be governed by the following schedule:

Notice Inviting Bids Advertised	_____/2011
Pre Bid Meeting	_____/2011
Deadline for Written Questions	_____/2011
Responses to Questions Posted on Web	_____/2011
Bids are Due	_____/2011
Bid Evaluation Completed	_____/2011
Approval of Contract	_____/2011

ROADWAY MARKING AND TRAFFIC SIGN MAINTENANCE

SCHEDULE OF UNIT PRICES

The undersigned declares that he/she has carefully examined the specifications, and read the accompanying instruction to bidders, and hereby bids to perform all the work required to complete the project in accordance with the specifications and special provisions for the unit price(s) or lump sum(s) set forth in the following schedule:

CITY RESERVES THE RIGHT TO INCREASE, DECREASE OR DELETE BID ITEMS WITHOUT
SUBJECTION TO THE RESTRICTIONS OF SECTION 3-2 OF THE "GREEN BOOK".

ROUTINE MAINTENANCE - STRIPING (WATER-BASED PAINT)					
ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install 4' Center Line Per Cal Trans Detail 1 and Solid 4" Center Line	171,711	LF		
2	Install 4" Lane Line Per Cal Trans Detail 8 or Cal Trans Detail 11	35,000	LF		
3	Install 4" Double Yellow Lane Line with Black Center (4"-3"-4") Per Cal Trans Detail 22	188,753	LF		
4	Install 4" Two Way Left Turn Lane Per Cal Trans Detail 31	155,006	LF		
5	Install 8" White Turn Lane Line Per Cal Trans Detail 2	135,899	LF		
6	Install 4" Edge Line Yellow and White Per Cal Trans Detail 8	23,676	LF		
7	Install 6" White Bike Lane Line Per Cal Trans Detail 39 & 39A	296,839	LF		
8	Install 8" Lane Drop Per Cal Trans Detail	8,626	LF		
9	Install 12" White Crosswalks and Limit Lines	25	EA		
10	Paint Median Curb Median Noses Yellow and White	426	EA		
11	Install Pavement Arrows	215	EA		
12	Install School Messages and Crosswalks	54	EA		

13	Paint Red Curb Residential Commercial Arterials and Collectors Per SA Plan 1125D	481,170	LF		
14	Paint Green, Yellow and White Curb	6,637	LF		
15	Install Pavement Legend Letters (8' High) and Transverse Markings 4", 8", 12", 24": Keep Clear, Yield, Slow Dip, 25, 30, 40, MPH, Wait Here, Curve, No Exit, Ahead, Bump, Ped Xing, FWY North, FWY South, Slow, Signal	487	EA		
16	Install Bike Lane Legend/Symbols	366	EA		
17	Install Parking Stalls and Parking T's	2,648	EA		
18	Install Handicap Symbols, Parking Stalls and Walkways	106	EA		
19	Install Stops and Bars	149	EA		
20	Paint Curb by Hand or Work Order	600	LF		

RAISED PAVEMENT MARKERS

ITEM	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21	Install Type A or A Y Non Reflective Ceramic R.P.M's	2,500	EA		
22	Install Type C, D or Blue 2-Way Reflective R.P.M's	200	EA		
23	Install Type G or H 1-Way Reflective R.P.M's	1,000	EA		
24	Remove Raised Pavement Marker	500	EA		

INSTALLATION AND REMOVAL OF SIGNS AND POSTS

ITEM	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
25	Install Sign Post Up to 10'	225	EA		
26	Install Sign Post Over 10'	25	EA		
27	Install Sign on Post or Street Light	450	EA		

28	Install Sign on Signal Mast Arm or Post Over 16' High	25	EA		
29	Install Flexible Type K Marker	20	EA		
30	Remove Sign Only	20	EA		
31	Remove Post	20	EA		
32	Furnish Signs and Materials	\$30,000	TOTAL		\$30,000
33	Emergency Call-Out (Repair/Replace Sign/Post)	40	EA		

MISCELLANEOUS

ITEM	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
34	Install 8' Stop Legends with Bars	15	EA		
35	Install Pavement Arrows	20	EA		
36	Install 12" Crosswalks and Limit Lines (White or Yellow)	560	LF		
37	Remove Paint Grinding – 250 sq. ft. or 10 Legends	250	SQ. FT.		
38	Install and Remove Special Event Signs	125	EA		
39	Street Layout (Work Orders or Replacement)	12	EA		
40	Install and Remove Wheel Stops	50	EA		
41	Paint Barricades	18	EA		
42	Emergency Call-Out for Damaged Traffic Sign	52	EA		

THIN-MIL THERMOPLASTIC AND SPECIAL PROJECT WORK

ITEM	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
43	Replace Illuminated Street Name Sign Faces	26	EA		
44	Install or Remove Concrete Bollards Per Transportation Division Work Order Specifications	10	EA		
45	Install Reflective Identification Numbers on	200	EA		

	Light Poles				
46	Install Yield Markings White Isosceles Triangles	12	LOCATION		
47	Install Painted Pedestrian Warning Lines and Markers	20	EA		
48	Remove Paint by Sandblasting and Grinding (Curbs, Messages, Lines)	2,100	LF		
50	TOTAL OF ALL BID ITEMS				\$

NOTE: The accuracy of estimated quantities as shown is not guaranteed; the Bidder shall make his/her own estimate. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

Bidder's Initials _____

**BID SCHEDULE
(CONTINUE)**

(Please Type or Print)

Total Bid Amount (in written words) _____

_____ (\$ _____)
In figures

Contractor's Lawful Name: _____

Bidder's Name: _____ Bidder's Initials: _____

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number: () _____
Area Code

Fax Number: () _____
Area Code

24-Hour Emergency Contacts:

_____ Name Telephone No.: () _____
Area Code

_____ Name Telephone No.: () _____
Area Code

Name

Telephone No.: (_____) _____
Area Code

Bidder's Initials

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this bid is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the bid and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa if the above requirements are not complied with.

Bidder's Initials

Contractor's Business Name			Contractor	Title
Business Address: Street			By	Title
City	State	Zip	Contractor's License No. and Classification	
Business Phone Number			Date	
Name		Title	Residence: Street	
City	State	Zip	Residence Phone Number	

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: _____

	Can Sign	Must Sign
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
Address _____
Name _____
Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Initials

Bidder's Signature

MAINTENANCE PROJECT REFERENCES

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. Your cooperation in this matter is greatly appreciated.

Date Project Awarded

Awarding Agency

Agency's Contract Administrator

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name, business address, and contractor's license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or \$10,000, whichever is greater, and shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Project Administration Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☐ NO

Type of work/services/materials provided by firm? _____

What were your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs information).

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as
principals, and _____ as
surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation,
organized under the laws of the State of California and situated in Orange County in the
sum of _____ (\$_____) to be paid to the City, its successors and assigns, for which payment well and truly to be
made, we bind ourselves, our heirs, executors, and administrators, successors or
assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if
accepted by the City of Costa Mesa, and if the above bounden,
_____, his heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such
construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the
LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described
within fourteen (14) days from the date of the mailing of a notice of the above bounden,
_____, by and from the City, that
said contract is ready for execution, then this obligation shall become null and void;
otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20____.

Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

Bidder's Initials

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Subscribed and sworn to before me by:

This ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

CONTRACTOR

COMPANY NAME

PROJECT

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.

Bidder's Initials

PART I**A: STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" (Green Book), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications.

Where specified in these specifications, the California Building Code, 2007 Edition, based on the 2006 International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Orange County Flood Control District, Design Manual, Standard Drawings" shall apply.

B: GENERAL PROVISIONS

The following additions are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these additions, these additions shall have first precedence.

1-2 DEFINITIONS

- | | |
|--|--|
| (a) AGENCY | The City of Costa Mesa, California, hereinafter referred to as "CITY." |
| (b) BOARD | The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD." |
| (c) <u>CONTRACT DOCUMENTS</u> | Documents including but not limited to the following: The proposal form P-1 through P-9a, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) CITY REPRESENTATIVE, PROJECT MANAGER OR ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as CITY REPRESENTATIVE, PROJECT MANAGER OR ENGINEER. |
| (e) BIDDER | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for |

the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.

(f) LEGAL ADDRESS OF CONTRACTOR

The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

(g) LABORATORY

An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract.

1-3 ABBREVIATIONS

CALTRANS

State of California, Department of Transportation, Division of Highways

O.C.E.M.A.

Orange County Environmental Management Agency

O.C.F.C.D.

Orange County Flood Control District

2-1.1 AWARD OF CONTRACT

The award of contract, if awarded, will be to the lowest responsible bidder, as defined in Public Contract Code section 1103, whose proposal complies with all requirements of the Notice Inviting Bids and Section 2-1.2 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within fourteen (14) days after the mailing of a notice to the BIDDER that the contract is ready for execution. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

BIDDER shall disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship does not necessarily disqualify the firm from bidding.***

2-1.2 PROCEDURE FOR PROPOSAL SUBMITTAL

Proposal shall be made and submitted on proposal forms P-1 through P-9a in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a sub-proposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a sub-proposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

2-1.3 REQUEST FOR INTERPRETATION

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specification, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may make a request to the ENGINEER, in writing, for an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the contract documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of contract documents at his last address of record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

2-1.4 RETURN OF BID SECURITY

Any BIDDER may withdraw his bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security

will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

2-1.5 EXECUTION OF AGREEMENT

The agreement shall be signed by the successful BIDDER and returned to the CITY prior to the award of the contract. Failure to comply with insurance and bonding requirements as specified in the agreement and in Section 2-1.1 of the General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

2-2.1 ASSIGNMENT

No contract or portion thereof may be assigned without consent of the BOARD.

2-3.1 SUBCONTRACTS: GENERAL

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

Prohibition Against Contracting with Debarred Subcontractors. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to section 1777.1 or 1777.7 of the Labor Code.

Use Of Subcontractors. Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of City. Contractor shall be solely responsible for reimbursing any subcontractors and City shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

2-4 CONTRACT BONDS

The "Faithful Performance Bond" and the "Payment Bond" as specified in this section shall be for one hundred percent (100%) of the contract price. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion and/or for the period of any warranty, whichever is longer. The

Payment bond shall continue in full force and effect until after the expiration of the time limit established by Civil Code Section 3249.

Payment Bond. For all contracts over \$25,000, the successful Bidder shall provide a payment bond in the amount equal to one hundred percent (100%) of the Total Contract Price and issued by a California admitted surety. The payment bond shall provide CITY with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the Total Contract Price.

CONTRACTOR shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

2-5.1 PLANS AND SPECIFICATIONS

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are reasonably necessary for the execution of work.

BIDDER shall, at his own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

2-6.1 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or does not meet all of the requirements of the plans and/or specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

2-10 AUTHORITY OF BOARD AND ENGINEER

Authority of BOARD and ENGINEER shall conform to Section 2.10 of Standard Specifications and the following:

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.

All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest

with the ENGINEER, stating clearly and in detail his objections and reasons therefore. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

2-11.1 INSPECTION COSTS

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

3-1.1 CHANGES IN WORK: GENERAL

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

3-3.1 EXTRA WORK: GENERAL

Any work done by the Contractor beyond the estimated quantities shown on the Proposal form (P-1) shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Extra work performed at the direction of the ENGINEER shall be compensated at the appropriate Extra Work Unit Prices as shown in the Proposal (P-1).

3-4 CHANGED CONDITIONS

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered by the Contractor.

5-2 UTILITIES: PROTECTION

The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Sections 5 and 306 of the Standard Specifications and the standards of each affected

utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

5-3 UTILITY RELOCATION. Pursuant to California Government Code section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify City in writing. Where necessary for the work of the Contract, City will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from City, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Prior to the commencement of construction, arrangements will be made for a meeting between the Contractor and the ENGINEER. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. At this meeting the Contractor will be required to submit, for approval by the ENGINEER, a complete work schedule showing the number of working days required to complete the entire project.

6-1.1 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-9 LIQUIDATED DAMAGES

The amount of liquidated damages shall be as delineated in the Special Provisions and contract agreement.

7-2.3 PREVAILING WAGE RATES.

Contractor shall comply with California Labor Code sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to CITY an amount as determined by the Labor Commissioner not to exceed \$50 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the provisions of the Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for

which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, CITY has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at CITY and are available for review upon request.

Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

The payroll records enumerated under subdivision (a) of section 1776 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either CITY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon

request to the public or CITY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

The Contractor shall inform CITY of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or CITY, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

7-2.4 APPRENTICES

The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.5 LABOR CODE REQUIREMENTS.

In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to CITY, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40

hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

7-2.6 LABOR NON-DISCRIMINATION.

Attention is directed to section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

7-2.7 PAYMENT OF WORKERS COMPENSATION.

Each Contractor to whom a public works contract is awarded shall sign and file with City the following certification, provided with the Bid Forms, prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

7-2.8 HIRING OF CITY EMPLOYEES

In an effort to retain qualified former employees of the City who have been or may be displaced due to layoff, Contractor will, upon request, interview any interested former employees of the City who performed jobs similar to those to be performed by Contractor's employees and will not discriminate against any job applicant who was previously employed by the City.

7-3 LIABILITY INSURANCE

The minimum amounts and types of insurance coverage's are as stated in the agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 7.3 of the Standard Specifications.

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and its elected and appointed boards, officers,

agents, and employees are additional insureds with respect to the subject project and agreement."

2. Notice

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3. Other Insurance

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

7-5 PERMITS, LICENSES and COMPLIANCE with SOLID WASTE HAULING

All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

The Contractor will be responsible for complying with the City of Costa Mesa Municipal Code Section 8-77 to use a City-permitted hauler for all work performed under this project. Non-compliance with this requirement shall be subject to an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater. A Construction Project Debris/Solid Waste Hauling Compliance Agreement must be submitted by the contractor to the city on a City-approved form prior to the release of retention monies.

7-6 HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for the release of hazardous or non-hazardous chemicals or substances which were brought to the site by the Contractor during the course of the Work. The Contractor shall immediately report any such release to the Engineer. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the City by any agency as a result of such release and shall hold harmless, indemnify and defend the Owner from any claims arising from such release. For purposes of this article only, the term "claims" shall include:

(1) All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and

(2) Any claim, cause of action, or administrative or judicial proceeding brought against the City, its directors, employees, and agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the work creates any hazardous wastes as a result of a release of hazardous material brought to the site by the Contractor, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the Engineer of any such hazardous wastes and the Engineer reserves the right to obtain a copy of the results of any tests conducted on the wastes and, at City's cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the City from any claims arising from the disposal of the hazardous wastes brought to the site by the Contractor, regardless of the absence of negligence or other malfeasance by Contractor. Contractor shall not be deemed the generator of any hazardous waste except for those brought to the site by the Contractor. Disposal of all Hazardous Materials must be performed in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be provided to the Engineer.

7-7 THE CONTRACTOR'S REPRESENTATIVE

Contractor shall also file with the ENGINEER the addresses and telephone numbers where he or his designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding verbal communication in the English language; the plans and specifications; and other related documents.

7-8.5 TEMPORARY LIGHT, POWER AND WATER

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities. Contractor shall supply water, electricity or other necessary utilities to complete the work.

7-8.7.1 DRAINAGE CONTROL: RESPONSIBILITIES

The Contractor shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

7-10 PUBLIC CONVENIENCE AND SAFETY

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times. Traffic control shall also conform with the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

7-10.1 TRAFFIC AND ACCESS

Prior to restricting normal access from a public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

7-13 LAWS TO BE OBSERVED

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

9-3.1.1 PAYMENT GENERAL

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal.

9-3.1.2 CONTRACT PRICE ADJUSTMENT

No price increases will be permitted during the contract term. All decreases will be automatically extended to the City. Requests for price increases in the second or third contract year will require written notice thirty days to the Purchasing Division and include bona fide proof of cost increases. The net dollar amount of profit will remain

firm during the period of contract. Adjustments increasing contractor's profit will not be allowed.

The City of Costa Mesa reserves the right to accept, negotiate or refuse the increase request, rebid the contract, or take any other action it deems appropriate in lieu of granting contract price increases.

9-3.2 PARTIAL AND FINAL PAYMENT

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Contract Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

City will make progress payments within 30 days after receipt of an undisputed and properly submitted progress payment invoice except as may be set forth in the rules and regulations established by the Finance Department. Attention is directed to Section 20104.50 of the Public Contract Code. No such payment will be made when, in the judgment of the Engineer, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00).

No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to his employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work.

Pursuant to Public Contract Code Section 20104.50, if the City fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.

Partial Payments. City will retain ten percent (10%) of the estimated value of the work done and ten percent (10%) of the value of materials estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time after fifty percent (50%) of the work has been completed, if City finds that satisfactory progress is being made, City may reduce the total amount being retained from payment pursuant to the above requirements to five percent (5%) of the total Contract value in accordance with Public Contract Code Section 9203.

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by City, to deposit in escrow with City, or with a bank acceptable to City, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing

demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and City. If the Contractor elects to submit securities in lieu of having progress payments retained by City, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

After completion of the contract, the BOARD shall, upon recommendation of the ENGINEER, accept the work as completed and authorize the final payment.

The final payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

No certificate given or payment made under the contract, except the final certificate or final payment, shall be conclusive evidence of full or substantial performance of this contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

Before final payment can be made, the CONTRACTOR shall release and waive any and all claims against the CITY arising from the work under and in connection with the Agreement. The release will be in a form furnished by the Engineer and shall be accompanied by a certification by the CONTRACTOR that:

- (1) All warranties and guarantees are in full force and effect; and
- (2) The release and certification will survive Final Payment.

Final payment will be made within 30 days after approval of the Final Invoice by the Engineer, submittal of release form by the CONTRACTOR and resolution of all CONTRACTOR claims whichever is later, and in no event sooner than 65 days after Notice of Final Acceptance. If an approved Final Invoice has not been submitted within 60 days after Notice of Final Acceptance, the CITY may elect to make payment of sums not in dispute without prejudice to the right of either the CITY or the CONTRACTOR in connection with such disputed sums.

The CITY will withhold sums sufficient to pay all unsettled claims for which stop notices have been filed pursuant to Section 3179 et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

The making of final payment shall not operate to release the CONTRACTOR or its sureties from obligations arising under this Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the CITY arising from:

- (1) Unsettled or stop notices,
- (2) Failure of the work to comply with the requirements of the Contract,

- (3) The terms of any warranties required by or contained in the Contract,
- (4) The right to any insurance proceeds or the right to make any insurance or bond claims,
- (5) Any claims with respect to CONTRACTOR's obligation of indemnity with respect to claims, asserted by third parties, or
- (6) Any latent deficiencies with the work or CONTRACTOR's fraud.

9-3.2a PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Contract Code.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the contractor.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This cause applies to both DBE and non-DBE subcontractors.

9-3.3 DELIVERED MATERIALS

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these specifications.

10-1 CLAIMS PROCEDURES.

The claims provisions of California Public Contract Code sections 20104-20104.6 shall apply, which provisions are summarized below. Any claim submitted by the Contractor shall be in writing and include the documents necessary to substantiate the claim.

For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing within 45 days of receipt of the claim, or request additional documentation supporting the claim within 30 days of receipt of the claim. If additional documentation is requested, City will respond in writing to the claim within 15 days of receipt of the additional documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

For claims of over \$50,000 and less than or equal to \$375,000, City shall respond in writing within 60 days of receipt of the claim, or request additional documentation supporting the claim within 30 days of receipt of the claim. If additional documentation is requested, City will respond in writing to the claim

within 30 days of receipt of the additional documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

For claims over \$375,000, City shall respond in writing within 90 days of receipt of the claim, or request additional documentation supporting the claim within 45 days of receipt of the claim. If additional documentation is requested, City will respond in writing to the claim within 30 days of the additional documentation, or within a period of time no greater than that taken by the claimant in providing the additional information, whichever is greater.

For claims of any amount, if the Contractor disputes the City's response, or the City fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of the City's response or failure to respond. In the event that the meet and confer conference is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action. In any civil action filed to resolve claims for \$375,000 or less, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the City or the Contractor may request a trial de novo.

10-2 EXAMINATION AND AUDIT OF RECORDS (GOV. CODE SECTION 8546.7)

Pursuant to Government Code section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this contract, which shall be subject to audit or inspection by the City or the State Auditor during this period.

10-3 NOTICE OF TAXABLE POSSESSORY INTEREST (REV. AND TAXATION CODE SECTION 107.6)

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Trade Contractor will be responsible

PART 2**C. SPECIAL PROVISIONS – TECHNICAL SPECIFICATIONS****1-1 MEETINGS**

The Contractor shall contact the Project Manager and/or his/her designee one time per day, seven (7) days per week at a mutually agreed upon time to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders may be generated by a voice mailbox where locations to be abated are recorded for Contractor response.

The Contractor shall receive work orders from the ENGINEER and/or Project Manager or his/her designee via electronic mail or facsimile, or written as agreed upon by the Project Manager and/or his/her designee and the Contractor. Upon receipt of a work order, the Contractor shall inspect the location and determine the method of removal according to the Public Services Department Graffiti Removal Standards and that will maintain the integrity of the surface prior to abatement.

The Contractor shall meet with the Project Manager and/or his/her designee one time per week at a mutually agreed upon time to discuss program status and issues.

1-1.2 SERVICE LEVEL

The Project Manager and/or his/her designee or the Police Department may designate sites as needing an emergency response. An emergency work order may be issued immediately. Emergency response sites will have first priority and will require abatement within 4 hours, during working hours, or within 4 hours beginning the next working day after notification, if such notification is after working hours.

1-1.3 REQUIRED DOCUMENTS

The Contractor shall deliver completed work orders to the Project Manager and/or his/her designee via electronic mail, facsimile, mail or in person on or prior to the first working day of the week following assignment of the work order. Accommodations for special projects may be made.

Work on private property shall not be performed without the Consent form signed by the owner or authorized by the Project Manager and/or his/her designee. A sample of the Consent form is provided as Attachment A. The Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the Project Manager and/or his/her designee on a weekly basis and are property of the City. The City will maintain a database of Consent forms.

1-1.4 Minimum Qualifications:

Bidders must demonstrate that they have the resources and capability to provide the materials and services described herein. All Bidders shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.

Bidders must demonstrate they have been in business providing similar service for at least the last three (3) years.

Bidders shall provide, at a minimum, references and descriptions of three (3) projects that are similar in nature and have been completed within the last two (2) years. These references shall indicate the firm (and all contact information) and a thorough description of the services performed.

2-0 DESCRIPTION OF WORK

The work to be performed shall include, but not be limited to painting of road line striping, legends, markings, transverse lines, curbs, crosswalks, approaches; sign design, manufacturing, installation, replacement and repairs; installation of raised pavement markers. Contractor shall service daily maintenance requests, work orders and perform minor utility repairs and construction related to traffic control devices.

2-1 LOCATION OF WORK

All work to be performed hereunder is located within the City of Costa Mesa. Work shall be performed on, but is not limited to, streets, sidewalks, alleys, City rights-of-way, City facilities, public parking lots and parks.

3-0 Documentation:

A. PERSONNEL

1. Bidder's supervisory personnel providing service to the City of Costa Mesa shall have valid and current International Marking Sign Association (IMSA) Work Zone Safety, Sign & Markings Levels I,II,II Certifications. Additionally, all technicians, laborers or other personnel installing or repairing any traffic sign or traffic control device, including but not limited to striping, legends, crosswalks, R.P.M's, etc., shall have valid and current IMSA Work Zone Safety, Signs & Markings Level I, certifications.
2. Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract. The representative shall be immediately available during work activities to receive communications from the Project Manager and/or his/her designee. All Contractor staff shall have a cell phone in order to be contacted by the Project Manager and/or his/her designated staff.
3. All Contractor personnel performing services on the contract shall wear a clean uniform with the Contractor's business name, the employee's first and/or last

name and have photographic identification clearly showing the person is an employee of the contractor in their possession at all times.

4. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.
5. The Contractor shall be in possession of a copy of the resulting contract and the Material Safety Data Sheet's (M.S.D.S.) for each product used in the performance of work at all times.
6. Any person assigned to this contract found to be in possession of and/or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
7. Personnel employed by the Contractor and assigned to the City contract shall have background and motor vehicle license checks at Contractor expense, prior to performing any services under the contract without prior approval from the Contract Representative.

B. Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name, local telephone number and contract services provided by City of Costa Mesa in print no less than six (6) inches tall.
2. The Contractor shall maintain all vehicles and equipment in safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, supplies and equipment necessary to perform services.

C. Compliance with Applicable Laws and Regulations

1. Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.
3. Contractor shall compensate its employees at current prevailing wage rates in place at the time of award for the classification of worker utilized for any task associated with this specification. Certified documentation of wages and benefits paid to employees shall be submitted to the City with each invoice for work completed.

D. Use of Products

1. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.
2. Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.
3. All products used by the Contractor shall be manufactured products specifically intended for purpose for which they are being used. Contractor shall not devise any products of his/her own making for use under this contract. The use of all products shall in strict conformance with the manufacturer's specifications.

E. Protection of the Public and Damages to existing Structures

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair changes resulting from the Contractor's actions and responsibility of the Contractor.
2. The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices according to the watch handbook.
3. The Contractor shall avoid damage to existing structures. In the event that structure is damaged in the course of the work, the Contractor shall be solely responsible for its repair or replacement.
4. Consent shall be obtained from the property owner for the abatement of graffiti that is visible from the public right-of-way on private property.

F. Invoices

1. Invoices for work performed under this contract shall be submitted monthly to the City at the following address: City of Costa Mesa, Attention Accounts Payable, P.O. Box 1200, Costa Mesa, CA 92628-1200
2. The invoice shall include the following:
 - i. Contract number.
 - ii. Contractor's invoice number.
 - iii. Work zone information, street names, and locations.
 - iv. Work order number.
 - v. Beginning and ending dates for services.
 - vi. Footage totals for roadway stripping and curb painting.
 - vii. Total number and type of roadway markings painted and signs replaced.
 - viii. Unit cost subtotals and total for invoice.

G. Work performed by City Staff because of Nonconformance to Contract

1. Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his/her operation, the City may take corrective measures as deemed necessary by the City to correct the deficiency. Costs incurred by the City shall be reimbursed by the Contractor or credited on the invoice for the month in which it occurs.

PART 3 – SPECIAL PROVISIONS/ BID ITEMS/ SCOPE OF WORK:

The work to be performed consists in general of the removal and installation of signs, posts, raised pavement markers (RPM), stripes, pavement markings and curb markings as shown on plans or work orders and as described below. Items or details not specifically mentioned in the following Sub-Sections that are required by the project plans, in the applicable Caltrans Standard Specifications (CSS), Caltrans Standard Plans (CSP) or City of Costa Mesa Standard Plans (CMSP), or these Special Provisions shall be performed, constructed or installed.

Routine Maintenance of all road line striping:

Traffic Paint (Annual):

All legends, striping and curb marking shall be repainted once within each 12 month period of the contract. Work shall be performed in a grid pattern, working in one particular portion of the City at any given time. Size and location of grids shall be determined and scheduled by the Proposer, and approved by the City.

Thermoplastic (including Thin-mil) and other existing material types:

Reinstallation/replacement of these types of markings and striping will be determined by the City, on an as needed basis.

Routine Sign and Stripe Replacement:

Individual locations requiring sign and/or stripe replacement will be on an as needed basis as determined by the City. The City will issue work via Transportation Division Work Orders (TDO's) or Standard Signing and Striping Plans. The work may vary from a simple sign installation to major arterial roadway re-striping and legend installation or replacement project. TDO's are written work orders with a signing and/or striping plan depicting the work to be performed. The contractor is responsible for 'cat tracks' (marking guide lines for the stripe configuration) and locating sign/curb markings based on information from TDO or Signing and Striping Plan for approval by the City Representative prior to installation.

Time of Completion:

Routine Maintenance:

All routine maintenance work shall be completed within each 12 month period of the contract. Working days for individual grid work will be approved by the City based on

size of grids, prior to the initiation of the work. The Contractor shall complete the work in each grid prior to moving to the next grid.

Sign and Stripe replacement:

Routine TDO's shall be completed within 10 working days of receiving authorization. All work on the same TDO must be completed on the same day unless approved otherwise by the City Representative. Signing and Striping work shall be completed within 10 working days of receiving authorization.

Annual Striping (Traffic Stripes and Pavement Markings):

Special Provisions: The Contractor shall not begin work until a written notice to proceed has been issued by the City Representative. The Contractor shall notify the City Representative a minimum of two working days prior to beginning the work to coordinate the work. A schedule of the streets to be re-striped for each week shall be provided to the City Representative two working days prior to striping or re-striping any streets.

Install Striping Per Detail:

The unit price for a particular detail shall include full compensation for furnishing labor, materials, tools, equipment and other incidentals to install the complete striping detail shown in the plan. In the details where there is gap in between the stripe, i.e. 4" skip stripe, the linear feet measurement shall include the open gap in between the stripe. Gap at intersection shall not be included. All traffic stripes and pavement markings will be traffic paint and include reflective glass spheres. The rate of glass sphere disbursement shall be six pounds per gallon of paint. Thin-mil thermoplastic (Sprayable) as called out per individual tasks.

Removal:

Existing striping, pavement markings, curb markings and RPMs superseded by the plans shall be removed. All conflicting striping within limit of project shall be removed even if not shown on the plan. Removal of traffic stripes and pavement markings shall be by wet sandblasting or grinding. Any excessive damage to surface or City infrastructure shall be repaired to standard construction specifications in the Green Book or City designee's approval. The Contractor shall perform wet sandblasting using a low-noise compressor and #20 silica sand/water mixture to remove curb paint markings on an "as requested" basis by the City Representative. Thermoplastic and pavement tape striping may be removed by grinding with the Street Superintendant or Traffic Supervisor's approval. Existing pavement markings, which are removed by sandblasting or grinding, shall be completely removed to the satisfaction of the Engineer or City's designee.

Temporary Striping:

The Contractor shall install temporary traffic striping within 24-hours after removing existing stripes and/or reflector tabs immediately.

Temporary striping may be per CMSP Plan No. 1125B-1 and B-2 (without the R.P.M's) or by installing reflectorized chip seal markers (single for 4" line, double for 8" line) at 20 feet on center when on a taper or curve, and at 40 feet on center elsewhere. If striping is used, stripes can be paint or temporary traffic striping tape.

All temporary striping shall be removed prior to the final striping.

Final Striping:

All final stripes, legends and other markings including limit lines shall be permanently striped within 72 hours after existing stripes and legends have been removed. All cat tracks must be approved by the City's Representative prior to final striping. All striping and related roadside signage shall be in place prior to opening the lane(s) to public traffic.

Thin-Mil Thermoplastic (Sprayable):

Thin-mil thermoplastic traffic stripes and pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the CSS and these special provisions. Specifications for glass beads in CSS Section 84-2.02, "Materials" is amended to read "8010-21C-22 (Type n)." Glass beads shall be premixed within the thermoplastic material prior to application and also applied to the thermoplastic striping material immediately following the application of the striping. Thin-mil thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH 392BA, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow. The binder material shall be Alkyd. Copies of the Caltrans Specification No. PTH 392B are available from the Caltrans Transportation Laboratory, Sacramento, California.

Thin-mil thermoplastic material for traffic stripes shall be applied by spray method in single uniform layer at the minimum thickness of 30 mils and not to exceed 45 mils. The Contractor shall adjust the thermoplastic application rate as necessary to achieve the thermoplastic application rate stated above prior to striping. Thin-mil thermoplastic material shall be applied to the pavement at a temperature between 350°F. and 400°F., unless the manufacturer recommends a different temperature. Thermoplastic application rate tests (up to and including 5 thermoplastic application rate tests per day, including the thermoplastic application rate test at the start of each workday) may be conducted at random times and locations throughout each workday at the discretion of the Engineer.

Thermoplastic Application Rate Testing:

The paint application rate shall be determined by passing the striper over a metal plate while the paint application system is operating. The flow of glass beads shall be stopped while passing over the metal plate. The City Representative shall measure thickness of the applied thermoplastic immediately after application of thermoplastic on the metal plate. Striping shall not continue if the proper thickness of thermoplastic is not being applied. Adjustments and corrective measures shall be applied to ensure that the correct thickness of thermoplastic will be applied. Testing of the thermoplastic application rate, as described above, will be required following any adjustment to the thermoplastic application rate, thermoplastic applicator nozzles, or any other thermoplastic application equipment prior to commencement or re-commencement of striping. The initial testing and re-testing of thermoplastic application rates at any location shall be considered as a single thermoplastic application rate test.

Thin-mil thermoplastic material shall be applied to the pavement at a temperature between 350F and 400F unless the manufacturer recommends a different temperature.

Section 84-2.05, Measurement, and Section 84-2.06, Payment, shall be deleted. Section 84-3.06, Measurement, and Section 84-3.07, Payment, shall be deleted.

Raised Pavement Markers (R.P.M's):

Install Raised Pavement Markers (RPM): The unit price for installing RPM shall include full compensation for furnishing labor, materials, tools, equipment, RPM and other incidentals to install the RPM as called for individually or per RPM Details in Standard Plan 1125C. Where raised pavement markers are part of the striping detail, payment for furnishing and installing the raised pavement markers shall be made according to the unit bid prices for installing raised pavement markers. Raised pavement markers shall conform to Section 85, "Pavement Markers," of the CSS and these Special Provisions. Reflective pavement markers shall have abrasion-resistant surfaces.

Removal of Raised Pavement Markers (R.P.M's): The contractor shall remove any existing raised pavement markers that do not conform to the channelization plans, and repair any damaged pavement due to RPM removal to maintain a smooth and uniform surface per SSPWC Section 302-5.6.2.

Installation of Removal of Raised Pavement Markers (R.P.M's): Install raised pavement markers per the channelization plans in accordance with Section 85-1.06, Placement, of the CSS, and CSASP Nos. 1125A-e.

ANNUAL CURB PAINTING:

The unit price for curb painting shall include full compensation for furnishing labor, materials, tools, equipment, other incidentals to paint the side and top of curb. All curb markings and median island markings shall be painted using EPA compliant traffic paint material. Paint shall be fast or rapid dry type solvent of similar or approved equal to that manufactured by Ennis Paint Companies and shall meet all requirements of South Coast Air Quality Management District. The rate of paint to be applied shall be per recommendation of the paint manufacturer.

LEGENDS AND MARKINGS:

The unit price for installing legends, markings, transverse lines and any other painted marking shall include full compensation for furnishing labor, materials, tools, equipment, other incidentals to install legends and markings per detail shown in the standard plan.

All legends, markings, transverse lines and other installations shall be painted using EPA compliant traffic paint material. Paint shall be fast or rapid dry type solvent of similar or approved equal to that manufactured by Ennis Paint Companies and shall meet all requirements of South Coast Air Quality Management District. The rate of paint to be applied shall be per recommendation of the paint manufacturer. The rate of glass sphere disbursement shall be six pounds per gallon of paint.

All pavement legends, arrows, and symbols shall be per CSP Nos. A24A-E. All crosswalks at signalized intersections with wheelchair ramps shall be striped with a 5' diagonal (45°) cut-off at the curb return, as shown in CSASP No. 1130. Crosswalk stripes shall be 12 inches wide unless specified by Traffic Engineer.

TRAFFIC SIGNS:

The unit price for installing traffic or other sign types shall include full compensation for furnishing labor, mounting hardware, tools, equipment and other incidentals for installing the signs as shown on the plan. Cost of sign is not included.

When available and called out on the work order, the Contractor will provide the specified signage. This section shall conform to Section 56-2, Roadside Signs of the CSS and these Special Provisions. The Contractor shall install, remove or relocate signs, either furnished or supplied as called for per individual tasks. The sign sizes, messages, and colors shall conform to the current edition of the Caltrans Sign Specifications or current Manual of Uniform Traffic Control Devices (MUTCD). The sign sizes shall be the standard size shown in the Sign Specifications unless shown otherwise on the plans. The sign backing material shall be anodized rolled sheet aluminum in a thickness no less than 0.080 and shall be one piece with drilled holes for mounting.

All signs installed in parkways, sidewalks or pedestrian areas shall have a minimum of 7 feet of vertical clearance from the bottom of the lowest sign to the surrounding surface. All signs installed in raised median areas shall have a minimum vertical clearance of 4 feet from the existing surface unless shown otherwise on the plans. When two signs are installed on one post, the signs shall be installed in the proper standard vertical positions unless shown otherwise on the plans. Regulatory, Warning and Guide signs shall be posted above parking restriction signs. The City Representative shall determine the proper order for multiple signs. Sign panels shall not be overlapped. Signs shall be installed at right angles to approaching traffic unless shown otherwise on the plans. In no case shall signs be installed on wooden utility poles.

EMERGENCY RESPONSE:

In case of immediate need to replace certain damaged regulatory signs due to accident or other incidents, where without such a sign could result in immediate hazards to the public and/or property, the Contractor shall provide immediate response (1 hour to location from time of notification) with temporary sign(s) as directed.

When responding to City request for the replacement of damaged signs, the Contractor shall replace the signs within 24 hours if of the sign type listed below. Contractor shall replace the destroyed sign(s) with permanent sign(s) within five (5) working days from the date of placement of the temporary sign(s).

If Underground Service Alert (USA) is required to complete the installation, the signs shall be replaced within 3 working days following the contact to USA.

The Contractor shall have the following quantities of the following signs in stock at all time for the duration of the contract for emergency replacement:

STOP (R1-1, 30") – Five (5)

YIELD (R1-2, 30") – Five (5)

NO RT SYMBOL (R3-2, 30"x30") – Five (5)

NO LT SYMBOL (R3-1, 30"x30") – Five (5)
DO NOT ENTER (R5-1, 36"x36") – Five (5)
ROAD CLOSED (R11-2, 36"x24") – Five (5)
ONE WAY (R6-1, 36"x12", LT or RT) – Five (5)

Material and Hardware Quality Minimum Specifications

The following specifications are current minimum requirements, but Contractor shall be required to comply with higher specifications as may be required by Federal Highway Administration, California Department of Transportation or other state or federal regulatory agency.

Signs Panel:

All post mounted signs shall be fabricated using 0.080-inch thick aluminum sheeting. All traffic signal mast arm mounted signs shall be fabricated using 0.10-inch thick aluminum sheeting. All illuminated street name sign panels shall be clear or translucent lexan or similar material.

Sign Sheeting:

No splice will be allowed in the sign panel reflective sheeting other than that which occurs in the manufactured roll of reflective sheeting on sign panels with a minor dimension of 48" or less. On all rectangular sign panels, the splice will be horizontal. No finished sign panel shall have more than one (1) splice and no splice will fall within 2" of the sign panel edge. When splices do occur, the adjoining reflective sheets shall be color matched under both incident and reflective light.

Reflective sheeting will be applied to the sign panel utilizing the method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and the aluminum backing. All sign panels to be furnished by the Contractor shall be new with no scratches or tears in the reflective sheeting.

Sign Reflectivity:

ASTM Type IX (3M Scotchlite Diamond Grade VIP Series 3990 or equivalent) reflective sheeting shall be used for all regulatory signs except parking restrictions signs and all warning signs.

3M Scotchlite Diamond Grade Fluorescent VIP Reflective Sheeting Series 3980 or equivalent for all school related signs.

ASTM Type IIA (Super Engineering Grade) shall be used for all other signs, including parking restrictions and Street Sweeping signs.

Temporary or construction signs may be ASTM Type I (Engineering Grade).

Anti-Graffiti Coating:

All signs, except for temporary or construction signs, shall have anti-graffiti coating or film as recommended by the manufacturer of the reflective material. Neither the color nor the reflective intensity of the finished sign panel shall be significantly diminished by the use of graffiti remover when used in a manner approved by Caltrans and the sheeting manufacturer.

Sign Post:

Install Sign Post: Shall include full compensation for furnishing labor, materials, tools, equipment, post, post anchor and other incidentals to install the post as shown in the plan.

New signs shall be installed using square tubing signpost (such as Unistrut Telspar™, UltiMate or City-approved equal), anchors and anchor sleeves. Anchors and sleeves shall be embedded with no more than four holes exposed and no less than two holes exposed. The signpost, anchor and anchor sleeve shall be fully perforated galvanized square 12 gauge steel tubing. The signpost shall be 2 inch square; the signpost anchor shall be 2.25 inch square (all dimensions are nominal). Wooden or Laminated Wooden Posts shall not be used.

Sign and Post Fastening Hardware:

All new straps, saddle brackets, nuts, bolts, and washers shall be stainless steel. Each sign panel shall have a minimum of two rivets installed per sign. Each signpost shall utilize a minimum of two rivets to attach the sign post to the sign post anchor assembly.

Sign and post mounting hardware shall include but not limited to:

Rivet for square fit post and sign

5/16" hex head bolts (.50" and 2.25" long), nuts and washers

Banding stainless steel, 1/2" wide, .03" thick (Band-IT #C206 or equal) 1/2" stainless steel buckle (Band-IT #C206 or equal)

The contractor shall be responsible for furnishing all sign and post fastening hardware. Cost for fastening hardware shall be considered included in other itemized payment and no additional compensation will be provided.

Sign Installation and Removal:

The Contractor shall install new and relocate existing signs as noted on the work order or plans, shall protect-in-place existing signs which are not to be removed, and shall replace any of these signs which are damaged during construction.

Sign to be mounted on streetlight or traffic signal poles shall be installed using the strap and saddle bracket method as shown on Caltrans Standard Plan RS-4. Sign panels on traffic signal mast arms shall be installed per Caltrans Standard Plan ES-7N; Detail U. Signs mounted on streetlight poles shall be mounted so as not to cover identification tags.

Sign replacement work orders shall be generated by the City Representative using guidelines for replacement as stated in the MUTCD. Upon completion of work orders or sign replacement, the Contractor shall submit a written record of all maintenance activities to the City Representative in a timely manner. Sign maintenance records and retro-reflectivity inspection records shall be kept in a computerized inventory system by the Contractor, with full access provided to the City via internet.

New signs shall be installed on 10 foot posts, except a longer post shall be used if necessary to maintain a 7 foot vertical clearance from the bottom of the lowest sign to the top of the surrounding surface in pedestrian areas. Signposts shall be installed a

minimum of 6 feet from power poles, fire hydrants, and other obstructions. Posts shall be installed in driven post anchors per the manufacturer's specifications.

If the anchor and sleeve are installed in a median island with decorative paving, a concrete or decorative sidewalk area, a 4-inch diameter Schedule 40 PVC sleeve shall be installed prior to placement of the new decorative paving. On existing decorative pavement, install a 4-inch diameter Scheduled 40 PVC sleeve by core drilling the pavement. The length of the sleeve shall be the same as the thickness of the decorative paving or up to 1 inch greater. The sleeve shall be installed flush with the finish grade of the surrounding decorative paving. Back fill the annular void between the sleeve and signpost anchor with existing base material or sand to within 1" of the finished surface. Fill the final 1" with grout.

All posts and driven signpost anchors shall be completely removed and the signpost anchor assembly hole backfilled with clean fill dirt to match the existing surrounding grade (non-paved areas only). Driven signpost anchors in sidewalk or pavement areas shall be completely removed and backfilled with concrete or grout to the level of the surrounding grade.

Signposts with foundations in parkway area shall be completely removed and backfilled with clean fill dirt to match the grade of the surrounding area. Signposts located within sidewalk or other paved areas, shall core drill the sidewalk and remove the signpost to below sidewalk or paving then backfilled with concrete or paving material to match the existing.

All signs to be salvaged, as called for on the plans, shall be delivered to the City Corporate Yard at 2300 Placentia Ave. and placed in a location designated by the City Representative. The Contractor shall neatly stack the salvaged signs. The Contractor shall notify the City Representative two (2) working days in advance of proposed delivery of salvaged signs. The Contractor shall take special care to prevent additional damage to the salvaged signs during removal, storage and the delivery process.

SLURRY SEAL: When called for on the plans after sandblasting or grinding of existing stripes or legends, the Contractor shall skin the sandblasted or ground area prior to application of the new stripe. The skin shall be Emulsion Sand Slurry or Asphalt. The application of the skin shall be scheduled to commence after 9:00 a.m., and no skinning operations shall be done after 2:00 p.m. unless otherwise approved by the City Representative. The skin seal shall be applied at a rate of 2,000 square feet per extra long ton (EL 1).

One "extra long ton" of skin material is made up of the following quantities:

Aggregate (dry weight) 2,000 pounds

Emulsified asphalt 400 pounds

Water (exclusive of emulsion).....18-25 gallons Accelerator or Retardant

Payment - Slurry seal will be paid for at the contract unit price per square foot in place.

TRAFFIC CONTROL:

Special Provisions:

Street closures, detours, signs and barricades used for handling traffic shall conform to the requirements of latest edition of the "Work Area Traffic Control Handbook" (WATCH), City Standard Plan 1125F (SP 1125F) and these Special Provisions

Traffic control plan must be submitted and approved before starting work on any public street, except for the following temporary closures:

- Temporary single lane closure on 4 or 6-lane arterials can be done per WATCH handbook without submitting traffic control plan.
- Temporary two lanes closure on 6-lane arterials may be done per WATCH handbook without submitting traffic control plan. However, this will require prior approval from Traffic Engineer.
- Temporary closure of Local Street may be done per WATCH handbook without submitting traffic control plan. However, this will require prior approval from Traffic Engineer.

Flashing arrow signs shall be used on all streets or where deemed necessary by the City's Traffic Engineering section. The flashing arrow signs shall be solar powered and left in place for the duration of the lane closure. Temporary striping installation for traffic control may be paint or removable tape or approved equivalent. Any existing speed limit signs or other conflicting signs in the construction zone shall be covered during construction with heavy duty black plastic (non transparent) sheets or bags, which are secured to the sign post below the sign, with tape. In no case shall tape be applied to either front or back of any sign. Intersections shall be kept open until work takes place within the intersection. Local vehicular and pedestrian access, including access to driveways and businesses, shall be maintained at all times. Pedestrian access (minimum 4-foot width) across both streets in an intersection must be maintained at all times.

Where parking is prohibited during construction, "TEMPORARY NO PARKING" signs shall be posted at least twenty-four hours, but no more than forty-eight hours, in advance of the work. The signs shall be placed no more than 150 feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the Signs. Compensation for all traffic control shall be considered paid for under other items of work involved and no additional compensation will be allowed therefore.

Additions/Modifications to Standard Specifications

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction", and the General Provisions stated within the "Standard Specifications" of this project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the 2007 Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire code, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by building News, Inc., shall also apply.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and as shown on the Drawings and in the contract documents, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Section 3-3.2.2 (a) Labor Surcharge

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be 15 percent for regular time and overtime.

Section 3-3.2.3 Markup

- a. **Work by Contractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be as follows:

Equipment and Material: 15%

Labor: 20%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

- b. **Work by subcontractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be the same as the ones allowed in 3-2.2.3(a). The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be 5%.

No markups will be allowed for second tier or higher subcontractors.

Section 6-1 Construction Schedule and Commencement of Work

The Contractor shall prepare and submit to the Engineer a written schedule of his work operations for the proposed project. The schedule shall be submitted for approval at the pre-construction conference. The Contractor's designated project superintendent shall be present at the pre-construction meeting.

Section 6-7 - Time of Completion

The Contractor shall begin work on the project within ten (10) working days after the contract has been awarded by the City Council. Said work shall be diligently prosecuted to completion before the expiration of **the contract term of three (3) years.**

Section 6-9 – Liquidated Damages

The Contractor shall pay to the City of Costa Mesa the sum of \$250.00 per day, for each and every calendar day where work reported to the Contractor is not responded to per the Special Provisions.

Section 7-13 Laws to be observed

The Contractor shall comply with and meet all applicable SCAQMD, OSHA, NPDES and EPA requirements as specified. The Contractor shall be responsible to obtain those necessary manuals and publications.

Section 9-3.3 Delivered Materials

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Section 9-3.4.1 Hauling Of Materials

The Contractor shall comply with the solid waste hauling provisions set forth in the City of Costa Mesa Municipal Code Section 8-77. Failure to comply will result in an administrative penalty of \$1,000 or 3% of the project costs, whichever is greater.

Section 9-3.4.2 Water Supply

If water is needed for the work specified, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain service. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

**MISCELLANEOUS
CONTRACT
DOCUMENTS
(SAMPLE)**

ORIGINAL - COPY TO USE

AGREEMENT

THIS AGREEMENT, dated _____, 2011, is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____ a California Corporation, ("CONTRACTOR").

CITY desires to maintain public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

The Work is further described in the "Contract Documents" referred to below.

The Project is _____.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book"; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; Federal funding supplement (~~Davis Bacon Act and equal opportunity clause~~), unless this item is stricken out by the Project Manager; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the

complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in the "Standard Specifications for Public Works Construction" (The Green Book).

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY'S Representative is _____, who shall be referred to herein as the Project Manager ("Project Manager").

4. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

5. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his designee, and subject to his approval.

6. CONTRACT PRICE - \$ _____.

7. TIME OF PERFORMANCE – TERM OF CONTRACT.

Work shall begin within ten (10) days after the date this Agreement is executed by CITY unless a later time is agreed upon in writing by the parties, and the Work shall be completed continuously for three (3) years, from the date of the Agreement.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR'S sureties of the CITY'S intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR'S receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

If CONTRACTOR is adjudged a bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to

CONTRACTOR or his sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$_____ as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

10. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in paragraph 8, of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR'S surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY'S giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and, (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 9, incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property

belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefore and may use them to complete the Work.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his decisions shall be final and binding upon CONTRACTOR and his sureties.

12. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

13. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR'S safety requirements on the job site.

14. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall obtain

any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and ~~providing for a 10% retention.~~ Upon approval of the progress payment order by the CITY Engineer, or his designee, it shall be submitted to CITY'S Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. ~~The retained ten percent (10%) shall be paid to CONTRACTOR thirty five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.~~

~~Upon the request of CONTRACTOR and at his expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be~~

~~presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.~~

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR'S or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned thirty-five day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be one thousand dollars (\$1,000), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars (\$5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the CONTRACTOR receives from CITY.

~~The CONTRACTOR agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed.~~

Any delay or postponement of payment from the above referenced time

frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE subcontractors.

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of Standard

Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, more commonly known as "The Green Book." CONTRACTOR shall, at his own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor his furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

18. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement, except that the indemnity obligation of CONTRACTOR shall be reduced by an amount proportional to the active negligence of CITY, if any.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 19 of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of his subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY'S property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

19. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Comprehensive General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

The City of Costa Mesa, and its elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project

and agreement.

(ii) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa, shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

20. PROOF OF INSURANCE.

Prior to award of the contract by the City Council of CITY, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the City Attorney.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day's work during any one calendar day. CONTRACTOR shall forfeit to CITY the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

~~Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to CITY'S Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.~~

23. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

24. NON – DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of

the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

25. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

26. PROVISIONS CUMULATIVE

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

The City of Costa Mesa
77 Fair Drive
Post Office Box 1200

Costa Mesa, California 92628-1200

Attention: Construction Management

Notices required to be given to CONTRACTOR shall be addressed as follows:

Notices required to be given to CONTRACTOR'S sureties shall be
addressed as follows:

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent Contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent Contractor relationship.

29. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not

void or affect the validity of any of the other provisions of this Agreement.

30. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

31. ATTORNEY'S FEES.

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the Court to be reasonable.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom

enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

37. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

38. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written

ATTEST:

CITY OF COSTA MESA

City Clerk of the City of Costa Mesa

Mayor of the City of Costa Mesa

APPROVED AS TO FORM:

CONTRACTOR:

City Attorney

(Name)

Title: _____

APPROVED FOR CONTENT:

State License No.: _____

Federal Tax I.D. No.: _____

Project Manager

Address: _____

Telephone: _____

CITY OF COSTA MESA, CALIFORNIA
COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA
COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring In the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.
- F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3
<p>B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.</p> <p>C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.</p> <p>3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon Issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.</p>			

CERTIFICATE OF INSURANCE

Page 1 of 2

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive P. O. Box 1200 Costa Mesa, CA 92628-1200	INSURANCE COMPANIES AFFORDING COVERAGES Company Letter A E
NAME AND ADDRESS OF INSURED 	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time, including attached endorsement(s).

COMPANY LETTER	TYPE OF INSURANCE	POLICY NO.	POLICY EXP. DATE	LIMITS OF LIABILITY IN THOUSANDS (\$000)	
				Each Occurrence	Aggregate
	GENERAL LIABILITY				
	Comprehensive Form				
	Premises—Operations			Bodily Injury \$	\$
	Explosion & Collapse Hazard			Property Damage \$	\$
	Underground Hazard				
	Products/Completed—Operations Hazard				
	Contractual Insurance			Bodily Injury and Property Damage Combined \$	\$
	Broad Form Property Damage				
	Independent Contractors				
	Personal Injury				
	Marine				\$
	Aviation				
	AUTOMOBILE LIABILITY				
	Comprehensive Form			Bodily Injury (Each Person) \$	
	Owned			Bodily Injury (Each Occurrence) \$	
	Hired			Property Damage \$	
	Non-owned			Bodily Injury and Property Damage Combined \$	
	EXCESS LIABILITY				
	Umbrella Form				
	Other than Umbrella Form			Bodily Injury and Property Damage Combined \$	\$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			Statutory	
					(Each Accident)

NOTE: The Comprehensive General Liability policy and/or Automotive Liability policy is/are endorsed with the City of Costa Mesa Endorsement(s) shown on the reverse side.

CANCELLATION: Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.

By: _____ Agency: _____ Date Issued _____
Authorized Representative

Description of operations/locations/vehicles: All operations performed for the City of Costa Mesa by or on behalf of the named insured in connection with the following designated contract:

(Project title and contract number)

NOTICE: This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, including attached endorsements.

1043-03

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice to City.

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT

WHEREAS, THE CITY OF COSTA MESA (HEREINAFTER REFERRED TO AS "OBLIGEE") AND
_____, (HEREINAFTER REFERRED TO AS
"PRINCIPAL") HAVE ENTERED INTO A CONTRACT DATED _____,
AND IDENTIFIED AS _____; AND

WHEREAS, UNDER THE TERMS OF SAID CONTRACT PRINCIPAL IS REQUIRED TO FURNISH A BOND SECURING PAYMENT OF
THE CLAIMS TO WHICH REFERENCE IS MADE IN SECTION 3248 OF THE CIVIL CODE;

NOW, THEREFORE, WE, THE PRINCIPAL, AND _____, AS CALIFORNIA-
ADMITTED SURETY, ARE HELD AND FIRMLY BOUND UNTO THE OBLIGEE IN THE PENAL SUM OF
_____ DOLLARS (\$_____) LAWFUL MONEY OF THE UNITED STATES, FOR THE PAYMENT
OF WHICH SUM WELL AND TRULY TO BE MADE WE BIND OURSELVES, OUR HEIRS, SUCCESSORS EXECUTORS,
ADMINISTRATORS AND SUCCESSORS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF SAID PRINCIPAL OR ANY OF ITS SUBCONTRACTORS FAILS TO PAY
ANY OF THE PERSONS NAMED IN SECTION 3181 OF THE CIVIL CODE, OR AMOUNTS DUE UNDER THE UNEMPLOYMENT
INSURANCE CODE WITH RESPECT TO WORK OR LABOR PERFORMED UNDER THE CONTRACT, OR FOR ANY AMOUNTS
REQUIRED TO BE DEDUCTED, WITHHELD, AND PAID OVER TO THE EMPLOYMENT DEVELOPMENT DEPARTMENT FROM THE
WAGES OF EMPLOYEES OF THE PRINCIPAL OR ITS SUBCONTRACTORS PURSUANT TO SECTION 13020 OF THE
UNEMPLOYMENT INSURANCE CODE, WITH RESPECT TO SUCH WORK AND LABOR THAT THE SURETY WILL PAY FOR THE
SAME, AND ALSO WILL PAY, IN CASE SUIT IS BROUGHT UPON THIS BOND, A REASONABLE ATTORNEY'S FEE, TO BE FIXED BY
THE COURT.

THIS BOND SHALL INURE TO THE BENEFIT OF ANY OF THE PERSONS NAMED IN SECTION 3181 OF THE CIVIL CODE SO AS TO
GIVE A RIGHT OF ACTION TO SUCH PERSONS OR THEIR ASSIGNS IN ANY SUIT BROUGHT UPON THIS BOND.

THIS BOND IS GIVEN IN CONFORMANCE WITH SECTIONS 3247 AND 3248 OF THE CIVIL CODE. THE LIABILITY OF THE
PRINCIPAL AND SURETY HEREUNDER IS GOVERNED BY THE PROVISIONS OF SAID CODE, ALL ACTS AMENDATORY THEREOF,
AND ALL OTHER STATUTES REFERRED TO THEREIN, INCLUDING SECTION 3225 OF THE CIVIL CODE.

THE SURETY HEREBY STIPULATES AND AGREES THAT NO CHANGE, EXTENSION OF TIME, ALTERATION OR ADDITION TO THE
TERMS OF THE CONTRACT OR TO THE WORK TO BE PERFORMED THEREUNDER OR THE SPECIFICATIONS ACCOMPANYING
THE SAME SHALL IN ANY WISE AFFECT ITS OBLIGATION ON THIS BOND, AND IT DOES HEREBY WAIVE NOTICE OF ANY SUCH
CHANGE, EXTENSION OF TIME, ALTERATION OR ADDITION TO THE TERMS OF THE CONTRACT OR TO THE WORK OR TO THE
SPECIFICATIONS.

IN WITNESS WHEREOF, THE ABOVE BOUNDED PARTIES HAVE EXECUTED THIS INSTRUMENT UNDER THEIR SEALS THIS
_____ DAY OF _____, 2011, THE NAME AND CORPORATE SEAL OF EACH CORPORATE BODY BEING
HERETO AFFIXED AND THESE PRESENTS DULY SIGNED BY ITS UNDERSIGNED REPRESENTATIVE, PURSUANT TO AUTHORITY
OF ITS GOVERNING BODY.

PRINCIPAL

NOTE

TO BE SIGNED BY
PRINCIPAL AND SURETY
AND ACKNOWLEDGMENT BY
AND NOTARIAL SEAL
ATTACHED.

SURETY

BY

BY

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT

WHEREAS THE CITY OF COSTA MESA (HEREINAFTER REFERRED TO AS "CITY") HAS ENTERED INTO A CONTRACT WITH _____

_____ (HEREINAFTER REFERRED TO AS "PRINCIPAL") FOR CONSTRUCTION OF THE _____ (THE "CONTRACT"); AND

WHEREAS SAID PRINCIPAL IS REQUIRED UNDER THE TERMS OF SAID CONTRACT TO FURNISH A BOND OF FAITHFUL PERFORMANCE OF SAID CONTRACT,

NOW, THEREFORE, WE, THE UNDERSIGNED PRINCIPAL, AND _____, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE CITY, IN THE SUM OF _____ DOLLARS (\$) _____) LAWFUL MONEY OF THE UNITED STATES, TO BE PAID TO THE CITY OR ITS SUCCESSORS AND ASSIGNS; FOR WHICH PAYMENT, WE BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE ABOVE-BOUND PRINCIPAL, OR ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS APPROVED BY THE CITY, SHALL PROMPTLY AND FAITHFULLY PERFORM THE COVENANTS, CONDITIONS AND AGREEMENTS IN THE CONTRACT DURING THE ORIGINAL TERM AND ANY EXTENSIONS THEREOF AS MAY BE GRANTED BY THE CITY, WITH OR WITHOUT NOTICE TO SURETY, AND DURING THE PERIOD OF ANY GUARANTEES OR WARRANTIES REQUIRED UNDER THE CONTRACT, AND SHALL ALSO PROMPTLY AND FAITHFULLY PERFORM ALL THE COVENANTS, CONDITIONS, AND AGREEMENTS OF ANY ALTERATION OF THE CONTRACT MADE AS THEREIN PROVIDED, NOTICE OF WHICH ALTERATIONS TO SURETY BEING HEREBY WAIVED, ON PRINCIPAL'S PART TO BE KEPT AND PERFORMED AT THE TIME AND IN THE MANNER THEREIN SPECIFIED, AND IN ALL RESPECTS ACCORDING TO THEIR TRUE INTENT AND MEANING, AND SHALL INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS THE CITY AS STIPULATED IN THE CONTRACT, THEN THIS OBLIGATION SHALL BECOME AND BE NULL AND VOID; OTHERWISE IT SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

NO EXTENSION OF TIME, CHANGE, ALTERATION, MODIFICATION, OR ADDITION TO THE CONTRACT, OR OF THE WORK REQUIRED THEREUNDER, SHALL RELEASE OR EXONERATE SURETY ON THIS BOND OR IN ANY WAY AFFECT THE OBLIGATION OF THIS BOND; AND SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION OF TIME, CHANGE, ALTERATION, MODIFICATION, OR ADDITION.

WHENEVER PRINCIPAL SHALL BE AND DECLARED BY THE CITY TO BE IN DEFAULT UNDER THE CONTRACT, SURETY SHALL PROMPTLY REMEDY THE DEFAULT, OR SHALL PROMPTLY DO ONE OF THE FOLLOWING AT THE CITY'S ELECTION:

1. UNDERTAKE THROUGH ITS AGENTS OR INDEPENDENT CONTRACTORS, REASONABLY ACCEPTABLE TO THE CITY, TO COMPLETE THE CONTRACT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS AND TO PAY AND PERFORM ALL OBLIGATIONS OF PRINCIPAL UNDER THE CONTRACT, INCLUDING WITHOUT LIMITATION, ALL OBLIGATIONS WITH RESPECT TO WARRANTIES, GUARANTEES, AND THE PAYMENT OF LIQUIDATED DAMAGES.
2. REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN COMPLETING THE CONTRACT, AND IN CORRECTING, REPAIRING OR REPLACING ANY DEFECTS IN MATERIALS OR WORKMANSHIP AND/OR MATERIALS AND WORKMANSHIP WHICH DO NOT CONFORM TO THE SPECIFICATIONS IN THE CONTRACT.

SURETY'S OBLIGATIONS HEREUNDER ARE INDEPENDENT OF THE OBLIGATIONS OF ANY OTHER SURETY FOR THE PERFORMANCE OF THE CONTRACT, AND SUIT MAY BE BROUGHT AGAINST SURETY AND SUCH OTHER SURETIES, JOINTLY AND SEVERALLY, OR AGAINST ANY ONE OR MORE OF THEM, OR AGAINST LESS THAN ALL OF THEM WITHOUT IMPAIRING THE CITY'S RIGHTS AGAINST THE OTHERS.

NO RIGHT OF ACTION SHALL ACCRUE ON THIS BOND TO OR FOR THE USE OF ANY PERSON OR CORPORATION OTHER THAN THE CITY OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT SUIT IS BROUGHT UPON THIS BOND BY THE CITY, SURETY SHALL PAY REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY IN SUCH SUIT.

IN WITNESS WHEREOF, THE ABOVE-BOUND PARTIES HAVE EXECUTED THIS INSTRUMENT UNDER THEIR SEALS THIS _____ DAY OF _____, 20____, THE NAME AND CORPORATE SEAL OF EACH

CORPORATE PARTY BEING HERETO AFFIXED AND THESE PRESENTS DULY EXECUTED BY ITS UNDERSIGNED REPRESENTATIVE, PURSUANT TO AUTHORITY OF ITS GOVERNING BODY.

(PRINCIPAL)

By
NOTE:

TO BE EXECUTED BY PRINCIPAL BY
AND SURETY WITH ACKNOWLEDGMENT
AND NOTARIAL SEAL ATTACHED.

(SURETY)

ADDRESS)

By

By

STATE OF CALIFORNIA)
) ss.

CITY AND COUNTY OF _____)

ON _____, 20__ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.

CITY AND COUNTY OF _____)

ON _____, 20__ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED

WC 04 03 06 (Ed. 04/84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The following 'clause' need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 a.m. standard time, forms a part of

Policy No. _____ Endorsement No. _____

of the Insurance Company

Issued to: _____

Policy Expiration Date: _____

Premium (if any): _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
 (714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
 (If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
 (Cannot be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Mailing Address _____
 (Can be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Business Telephone # () _____ **Business Start Date** _____ **No. of Employees (on average)** _____

Ownership (Check One only)
☐ Sole Owner ☐ Corporation ☐ Partnership ☐ Husband & Wife Co-ownership ☐ Limited Liability Company

Seller's Permit No. _____ **Contractors State No. & Class** _____
 (If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ **Federal Firearms License # (if applicable)** _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # () _____ Title _____	Telephone # () _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____

_____ **Standard Industrial Class Code (SIC)**

Alcohol Beverage Control Permit No. _____ **Department of Motor Vehicles Permit #** _____
 (If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ **(S-SU)** _____ **Number of Rental Units/Rooms/Spaces** _____
 (Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
 (wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below.

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over \$500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
 Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left

Enter the tax due amount here \$ _____

PLUS (# of sellers) x \$5 = \$ _____

EQUALS Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
 (Fees based on annual operating expenses when no receipts generated)
 Enter annual operating expenses amount \$ _____
 Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
 (California Licensed) Total tax due \$50.00

VEHICLE WHEEL, TAXI, TOW TRUCK, BUS
 Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you have an assembly room with an occupant load of 50 or more persons?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be installing a spray booth?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will your business produce dust/wood shavings or other material?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be storing or using flammable or combustible liquids or compressed gases?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be warehousing materials higher than 12 feet?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 754-5128.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. ** Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. ** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature _____ **Title** _____ **Date** _____

FOR CITY OFFICE USE ONLY

Planning Approval _____	Date Approved _____	CUP Required? _____	CUP # _____
Building Approval _____	Date Approved _____	Comments _____	
Fire Department Approval _____	Date Approved _____		

Work Zone Safety Requirements

Department of Consumer Affairs Contractors State License Board

Title

Class A - General Engineering Contractor

C31 - Construction Zone Traffic Control Contractor License

C32 - Parking and Highway Improvement Contractor

C13 - Earthwork and Paving Contractor

Licensed Contractor

Required

Required

Required

Required

On Site Supervisor/Foreman

Not Required

Not Required

Not Required

Not Required

Worker

Not Required

Not Required

Not Required

Not Required

Federal Highway Administration Courses**Title**

Design and Operation of Work Zone Traffic Control (FHWA-NHI-380003)

Work Zone Traffic Control for Maintenance Operations (Short-Term) (FHWA-NHI-380060)

Construction Zone Safety Inspection (FHWA-NHI-380063)

Advanced Work Management and Design (FHWA-NHI-380072)

City of Costa Mesa**Title**

Licensed Contractor

Recommended

Recommended

Recommended

Recommended

On Site Supervisor/Foreman

Recommended

Recommended

Recommended

Recommended

Worker

Recommended

Recommended

Recommended

Recommended

Work Zone Safety

Signs and Markings Level 1

Signs and Markings Level 2 & 3

Licensed Contractor

Recommended

Recommended

Recommended

On Site Supervisor/Foreman

Recommended

Recommended

Recommended

Worker

Recommended

Recommended

Not Required

Certifications Meeting F.H.W.A and City of Costa Mesa's recommendations can be obtained Through several vendors,

International Signs and Markings Association

American Traffic Safety Services Association

National Highway Institute